



THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE
UNIFORM TIME CHARTER PARTY FOR VESSELS CARRYING
CHEMICALS IN BULK
CODE NAME: "BIMCHEMTIME"

PART I

1. Company name/logo (print or stamp)		2. Place and Date	
3. Owners/full style and address		4. Charterers/full style and address	
5. Vessel's name	6. Vessel's flag	7. Warranted average speed in knots on a daily bunker consumption of (also grade(s) of bunker oil) (Cl. 4(b))	
8. Vessel's d.w. all told on summer freeboard			
Vessel's tank capacity (state number of stainless steel tanks and coated tanks)		9. Vessel's cargo pumps (state number of pumps and designed capacity (cbm./w./h.)) (Cl. 4(a))	
10. Status of cargo tanks on delivery (Cl. 4(c))		11. Status of cargo tanks on redelivery (Cl. 13(b))	
12. Maximum heating temperature (state if max. heating temperature is the same for centre- and wing tanks) (Cl. 14)		13. Maximum number of types of cargo with complete segregation (Cl. 25)	
14. Details of products to be carried (Cl. 4(a))			
15. Period of hire (Cl. 1)		16. Port or place of delivery (if applicable, also state time for declaration of port delivery) (Cl. 2)	
		17. Earliest time for delivery (Cl. 2)	18. Cancelling date (Cl. 3)
19. Port or place of re-delivery (Cl. 12)		20. Number of days' notice of port and place of re-delivery (Cl. 12)	
21. Trading limits and exclusions (Cl. 5)			
22. Bunkers on delivery (Cl. 9)		23. Bunkers on re-delivery (Cl. 9)	
24. Charter hire (also state lump sum for overtime and extras) (Cl. 10 & Cl. 16)		25. Hire payment (state currency, mode and place of payment; also beneficiary and bank account) (Cl. 10)	
per			
Lump sum for overtime and extras specified in Cl. 16			
26. Drydocking (state period between periodical drydockings and also when vessel last drydocked) (Cl. 20)		27. Overhaul and maintenance (indicate no. of hours agreed) (Cl. 21)	
28. Compliance with regulations (Cl. 22)		29. War (state value of vessel acc. to sub-cl.(b) and names of countries acc. to sub-cl. (e)) (Cl. 32)	
Indicate whether sub-clause (c) agreed or not (state "yes" or "no")		30. General average to be settled in (only to be filled in if place other than London agreed) (Cl. 34)	
31. Applicable law (if not filled in, English law shall apply) (Cl. 42)		32. Place of arbitration/arbitration court (if not filled in, arbitration in London shall apply) (Cl. 43)	
33. Numbers of additional clauses covering special provisions, if agreed			

It is mutually agreed that this contract shall be performed subject to the conditions contained in the Charter Party consisting of Part I including additional clauses, if an agreed and stated in Box 33, and Part II including the specification as per the TECHNICAL FORM as well as the Tank Coating and/or Stainless Steel Resistance List referred to in Part II, Clause 4(a) and Clause 7, respectively. In the event of a conflict of conditions, the provisions of Part I shall prevail over those of Part II to the extent of such conflict but no further.

Signature (Owners)	Signature (Charterers)
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1. Period	1	ent to the loss or gain in time involved, and if in respect of any such review	71
The Owners let and the Charterers hire the Vessel for the period indicated in Box 15 from the time the Vessel is delivered.	2	period it is found that the Vessel's fuel and/or diesel oil consumption has	72
	3	been greater or smaller than described in Box 7, hire shall be reduced or in-	73
		creased as may be appropriate by an amount equivalent to the cost or sav-	74
		ings to the Charterers resulting from such increase or reduction.	75
2. Port of Delivery/Time of Delivery	4	Notwithstanding the provisions of sub-paragraph (ii) of sub-clause (b) of	76
The Vessel shall be delivered at such safe and ice-free port or place as indi-	5	this Clause, the Owners shall be entitled to recover from the Charterers any	77
cated in Box 16 in such available and accessible berth where she can safely	6	bonus which, but for the Charterers' requirements according to Clause 11,	78
lie always afloat, as the Charterers may direct.	7	would otherwise have been earned by the Owners under the provisions of	79
If a range of ports is agreed, the port of delivery shall be in the Owners' op-	8	Clause 4 (b).	80
tion, such option to be declared latest as indicated in Box 16.	9	In the event that the Vessel has in compliance with the Charterers' instruc-	81
The Charterers shall not be obliged to accept delivery of the Vessel before	10	tions lain at or off one or more ports or places for more than 30 days within	82
the time indicated in Box 17.	11	any 60-day period, then the provisions of this Clause shall cease to apply in	83
		respect of speed and consumption until after the Vessel returns to service	84
		following its next drydocking.	85
3. Cancelling	12	(c) <i>Status of Cargo Tanks on Delivery</i>	86
(a) If the Vessel is not delivered by midnight local time on the cancelling	13	On delivery of the Vessel, the cargo tanks shall be gas-free, if required, and	87
date specified in Box 18 the Charterers shall be entitled to cancel this Char-	14	ready for loading unless otherwise stated in Box 10.	88
ter Party.	15		
(b) However, if it becomes clear that the Vessel will not be ready for delivery	16		
by the cancelling date indicated in Box 18, and provided the Owners are	17	5. Trade Limits	89
able to state with reasonable certainty the date on which the Vessel will be	18	The Vessel shall be employed within the trading limits indicated in Box 21,	90
so ready, they may at the earliest 7 days before the Vessel is expected to	19	between and at good and safe ports, places, berths, docks, anchorages and	91
sail for the port or place of delivery require the Charterers to declare wheth-	20	sub-marine pipe-lines or alongside lighters or other vessels, always safely	92
er or not they will cancel this Charter Party. Should the Charterers elect not	21	afloat, in such lawful trades as the Charterers or their Agents may direct,	93
to cancel or should they fail to reply within 7 days or by the cancelling date,	22	subject to the limits of the current British Institute Warranties and any sub-	94
whichever shall first occur, then the 7th day after the expected date of readi-	23	sequent amendments thereof.	95
ness for delivery as notified by the Owners shall replace the cancelling date	24		
indicated in Box 18. Should the Vessel be further delayed beyond the new	25	6. Employment	96
cancelling date, the Owners shall be entitled to require further declarations	26	(a) In addition to the provisions contained in Clause 4(a) the Vessel shall be	97
of the Charterers in accordance with this Clause.	27	employed always subject to the technical characteristics set out in the	98
		TECHNICAL FORM annexed to this Charter Party and always provided that	99
4. Condition of Vessel/Adjustment of Hire	28	the Charterers shall in due time give proper cargo handling instructions to	100
(a) The Owners shall before and at the date of delivery of the Vessel under	29	the Master in regard to treatment of the cargo.	101
this Charter Party exercise due diligence to make the Vessel	30	(b) In the operation of the Vessel, the Charterers shall observe the IMO Bulk	102
(i) in every way fit to carry the products described in Box 14; and	31	Chemical Code and the US Coast Guard Cargo Compatibility List. Further-	103
(ii) tight, staunch, strong and in every way fit for the service, with her hull,	32	more, the Charterers shall follow products compatibility lists from coating	104
machinery, boilers and cargo installation in good order and condition and	33	manufacturers and resistance list for stainless or mild steel as provided by	105
with a full and efficient complement of Master, Officers and Crew for a Ves-	34	the Owners.	106
sel of her type and tonnage.	35	(c) No cargo injurious to the Vessel shall be shipped, nor shall any voyage	107
The Owners warrant that at the date of delivery under this Charter Party the	36	be undertaken that would involve risk of seizure, capture or penalty im-	108
Vessel shall be of the description set out in Part I hereof and in the TECHN-	37	posed by any Rulers or Governments and without prejudice to the foregoing	109
CAL FORM annexed to this Charter Party. Further, the Owners undertake	38	any damage to the Vessel caused by the shipment of any such cargo as afo-	110
that throughout the period of service under this Charter Party they will exer-	39	resaid shall be at the Charterers' risk and expense and the Vessel shall re-	111
cise due diligence to maintain or restore the Vessel as aforesaid whenever	40	main on hire for any time lost including periods for repairs as the result of	112
the passage of time, wear and tear or any other event (whether falling within	41	the shipment of such cargo.	113
Clause 30 hereof or not) requires steps to be taken to maintain the Vessel as	42	(d) Subject always to the International Loadline Convention and to the tech-	114
described or to restore the Vessel to such condition.	43	nical characteristics set out in the TECHNICAL FORM annexed to this Char-	115
(b) <i>Speed and Consumption</i>	44	ter Party, and always provided that hull stresses are kept within acceptable	116
Always subject to the provisions of this Clause, the Owners warrant that the	45	limits in accordance with Classification Society's recommendations, the	117
Vessel's average speed loaded and in ballast and the Vessel's bunker con-	46	whole reach and burthen of the Vessel shall be at the Charterers' disposal,	118
sumption will be as stated in Box 7.	47	reserving only proper and sufficient space for the Vessel's Master, Officers	119
The Vessel's speed and consumption of fuel and/or diesel oil bunkers will	48	and Crew, tackle, apparel, furniture, equipment, provisions and stores.	120
be reviewed at the end of each six months' period or by the end of the char-	49		
ter period if less than six months, by reference to the observed distance tra-	50	7. Owners to Provide	121
velled from pilot station to pilot station on all sea passages and over the	51	The Owners shall provide a Tank Coating and/or Stainless Steel Resistance	122
whole of the time when the Vessel is on hire during such passages other-	52	List which shall form part of this Charter Party, stating full details of the Ves-	123
wise than as provided in Clause 21 hereof and provided always that the fol-	53	sel's tank coating and/or stainless steel at the time of delivery, also specify-	124
lowing shall be excluded from all consideration for the purpose of this	54	ing the products which are compatible with the coating and/or stainless	125
Clause:	55	steel.	126
(i) Any day on which winds of Beaufort force 4 or above are encountered for	56	The Owners shall provide and pay for all provisions, wages and all other ex-	127
more than 6 hours;	57	penses of the Master, Officers and Crew; also, except as otherwise provid-	128
(ii) Any time during which the Vessel's speed is deliberately reduced to	58	ed in this Charter Party, for all insurance on the Vessel, for all deck, cabin	129
comply with the Charterers' requirements according to Clause 11 of this	59	and engineroom stores, for all domestic water and for all fumigation ex-	130
Charter Party;	60	penses and de-ratisation exemption certificates. The Owners' obligations	131
(iii) Any time during which the Vessel's speed is deliberately reduced for	61	under this Clause extend to cover all liability for customs or import duties	132
reasons of safety or while navigating within narrow waters having due re-	62	arising at any time during the performance of this Charter Party in relation to	133
gard to the Vessel's size and draft, or when assisting a vessel in distress or	63	the personal effects of the Master, Officers and Crew, and in relation to the	134
in order to comply with national/international regulations.	64	stores, provisions and other matters as aforesaid which the Owners are to	135
(iv) Any complete sea passage of less than 12 hours;	65	provide and/or pay for and the Owners shall refund to the Charterers any	136
(v) Any fuel and/or diesel oil used for tank cleaning, heating of cargo and	66	sums they or their Agents may have paid or been compelled to pay in re-	137
pumping.	67	spect of such liability.	138
If in respect of any such review period it is found that the vessel's speed has	68		
fallen below or improved upon the average speed described in Box 7, hire	69	8. Charterers to Provide	139
shall be reduced or increased as may be appropriate by an amount equal-	70		

Whilst the Vessel is on hire, the Charterers shall provide and pay for all fuel including for galley and heating, port charges including any charges retroactively imposed, light dues, dock dues, canal and channel tolls, pilotage, towage and other tug services, consular fees except those pertaining to the Master, Officers and Crew, agency fees, commissions, expenses of loading and discharging cargoes, communication expenses incurred at the Charterers' request and all other charges whatsoever except those stated as being payable by the Owners.	140 141 142 143 144 145 146 147
The Charterers may use flexible hoses for loading and discharging as on board at their risk; however, if such use necessitates replacement or if extra equipment is required same shall be provided and paid for by the Charterers.	148 149 150 151
All taxes and dues on the Vessel and/or cargo and on charter hire and freights arising out of cargoes carried or ports visited under this Charter Party shall be for the Charterers' account.	152 153 154
The Charterers shall ensure that port agents appointed and paid by them shall render all customary services to the Owners and the Vessel without any charge to the Owners. Any expenses for the Owners' account shall be settled as per Clause 23, unless otherwise agreed between the parties involved.	155 156 157 158 159
Unless otherwise stipulated in this Charter Party, the Charterers shall also provide and pay for:	160 161
(a) any material required for tank cleaning and/or preparing the tanks to receive and carry subsequent cargoes;	162 163
(b) all fresh water for boilers and tank cleaning; and	164
(c) any product required for inhibition of cargo and shall also furnish the Master with a Certificate of Inhibition and all relevant inhibition details, as and when required.	165 166 167
The Charterers shall inform the Owners well in advance of the Vessel's itinerary as well as any changes thereof. The Charterers shall also provide the Owners with an up-to-date list of their agents.	168 169 170
9. Bunkers	171
The Charterers shall accept and pay for all bunkers and boiler water on board at the time of delivery, and the Owners shall, on the expiry of this Charter Party, pay for all bunkers and boiler water remaining on board. The prices for the bunkers shall be those prevailing at the time of delivery/redelivery at the respective ports. Quantities of bunkers on board on delivery and redelivery shall be in accordance with Part I, Boxes 22 and 23, respectively, but in any case sufficient to reach nearest recognised bunkering port. Should the Vessel be delivered or redelivered at sea or at a port which is not a recognised bunkering port, the party taking over bunkers from the other shall pay the net unit price of the Vessel's last main bunkering.	172 173 174 175 176 177 178 179 180 181
10. Hire	182
The Charterers shall pay hire at the rate stated in Box 24 from the time the Vessel is delivered to the Charterers until her redelivery to the Owners.	183 184
Payment of hire shall be made in cash in full and without discount, per calendar month in advance, in the manner described in Box 25. If hire or any instalment thereof is not paid as aforesaid, the Charterers shall pay interest at the rate of 0.1 per cent. per day on the amount outstanding from and including the due date until the date of payment.	185 186 187 188 189
In default of punctual and regular payment as herein specified, the Owners may require the Charterers to make payment of the amount due within 96 hours of receipt of notification from the Owners; failing which the Owners will have the right to withdraw the Vessel without prejudice to any claim the Owners may have against the Charterers under this Charter Party. Further, so long as the hire remains unpaid the Owners shall be entitled to suspend the performance of any and all of their obligations hereunder and shall have no responsibility whatsoever for any consequences thereof in respect of which the Charterers hereby indemnify the Owners and hire shall continue to accrue and any extra expenses resulting from such suspension shall be for the Charterers' account.	190 191 192 193 194 195 196 197 198 199 200
Should the Vessel be on her voyage towards the port of redelivery at the time a payment of hire becomes due, said payment shall be made for such length of time as the Owners or their Agents and the Charterers or their Agents may agree upon as the estimated time necessary to complete the voyage less disbursements arranged by the Charterers for the Owners' account, and when the Vessel is redelivered to the Owners any difference shall be refunded to or paid by the Charterers as the case may require, but not later than three months after the redelivery of the Vessel.	201 202 203 204 205 206 207 208
11. Slow Speed - Steaming	209
The Charterers shall be entitled from time to time to instruct the Vessel to proceed at reduced speed for economic or other reasons subject to prior consultation with the Owners concerning the peculiar characteristics of the Vessel and its machinery in this respect.	210 211 212 213
The Charterers shall indemnify the Owners and hold them harmless against all consequences or liabilities towards third parties resulting from such instructions.	214 215 216
12. Port of Redelivery/Time of Redelivery	217
The Vessel, on the expiry of the Charter Party, shall be redelivered at a safe and ice-free port or place as stated in Box 19, in the Charterers' option, always provided the Vessel can freely and safely depart therefrom.	218 219 220
Notice of redelivery shall be given in accordance with Box 20.	221
The Charterers undertake to arrange the Vessel's trading so as to permit redelivery within the period and area stipulated in Part I, Boxes 15 and 19, respectively. Should, however, the Vessel be sent on a final voyage reasonably calculated to allow redelivery within such period at a port of redelivery as provided by this Charter Party, and the voyage is prolonged for reasons outside the Charterers' control, and which they could not reasonably have foreseen or guarded against, the Charterers shall have the use of the Vessel at the rate and on the conditions of this Charter Party for such extended time as may be required for completion of said voyage and redelivery as aforesaid. For the purpose of this Clause, "final voyage" shall be taken to include the ballast trip to the loading port.	222 223 224 225 226 227 228 229 230 231 232
13. Vessel's Condition on Redelivery	233
(a) <i>Condition of Vessel</i>	234
The Vessel shall be redelivered on the expiry of the Charter Party in the same good order and condition as when delivered to the Charterers, fair wear and tear excepted.	235 236 237
(b) <i>Status of Cargo Tanks</i>	238
On redelivery of the Vessel, the cargo tanks shall be in the condition as stated in Box 11.	239 240
14. Cargo Temperature	241
Always subject to the technical characteristics set out in the TECHNICAL FORM annexed to this Charter Party, the Owners warrant that the Vessel is capable of heating the cargo up to the maximum temperature stated in Box 12.	242 243 244 245
The Charterers hereby agree to indemnify the Owners in full against all claims for loss of or damage to the cargo resulting from Owners complying with the Charterers' heating instructions.	246 247 248
15. Employment and Indemnity - Bills of Lading	249
The Master shall be under the orders and direction of the Charterers as regards employment of the Vessel, agency or other arrangements. Bills of Lading are to be signed at any rate of freight which the Charterers or their Agents may direct without prejudice to this Charter Party. The Charterers shall indemnify the Owners against all consequences or liabilities that may arise from the Master, the Charterers or their Agents signing Bills of Lading or other documents or from the Master otherwise complying with the orders of the Charterers or their Agents as well as from any irregularities in papers supplied by the Charterers or their Agents.	250 251 252 253 254 255 256 257 258
16. Duties of Master and Crew	259
(a) The Master shall prosecute all voyages with the utmost despatch unless ordered otherwise and shall render all reasonable assistance with the Vessel's Officers and Crew who shall, if so required by the Charterers, and so far as allowed, connect and disconnect electric cables, fuel, cargo and water lines and hoses when placed on board the Vessel.	260 261 262 263 264
(b) <i>Cleaning of Tanks</i>	265
Always subject to the technical characteristics of the cleaning equipment available on board as set out in the TECHNICAL FORM annexed to this Charter Party and always subject to the number of crew members available for this purpose, upon completion of discharge of each cargo, the crew shall render customary assistance in cleaning all cargo tanks in preparation for the next cargo, if required by the Charterers and if not prevented by any regulations or agreement whatsoever. Such cleaning work may be performed while the Vessel is en route to next loading port, provided that this can be safely done and that the duration of voyage is sufficient. The Owners will endeavour to effect such cleaning best possible, but without any guarantee	266 267 268 269 270 271 272 273 274 275

- that the cargo tanks will be sufficiently cleaned and accepted on arrival at the loading port and the Owners shall not be responsible for any consequences arising from the fact that the crew has been employed in cleaning. All time used and all costs incurred in connection with the cleaning of tanks shall be for the Charterers' account.
- (c) The lump sum as specified in Box 24 per calendar month or pro rata for part of a month shall be paid by the Charterers covering overtime and vidualling, this amount to be paid simultaneously with hire.
- (d) The Master shall be furnished by the Charterers in good time with all requisite instructions and sailing directions and shall keep full and correct deck and engine room logs of the voyages and of all cargo handling, gas freeing and cargo changing operations which shall be open to inspection by the Charterers or their Agents. Abstracts of such logs shall, if so required by the Charterers, be forwarded to them at regular intervals.
- (e) If the Charterers have reason to be dissatisfied with the conduct of the Master, Officers or Engineers, the Owners, on receiving particulars of the complaint, promptly to investigate the matter and, if necessary and practicable, to make a change in the appointments.
- 17. Off-Hire**
- In the event of loss of time:
- (a) due to deficiency of personnel or stores, repairs, breakdown (whether partial or otherwise) of hull, machinery, boilers and cargo installation of the Vessel, collision or stranding or accident or damage to the Vessel or any other cause preventing the efficient working of the Vessel; or
- (b) due to strikes, refusal to sail, breach of orders or neglect of duty on the part of the Master, Officers or Crew; or
- (c) for the purposes of obtaining medical advice or treatment for or landing any sick, injured or dead person (other than a person carried at the Charterers' request or for their benefit or purpose),
- no hire shall be due or payable in respect of any time lost during which the Vessel is unable to perform the service immediately required of her.
- In the event of the Vessel deviating (which expression includes putting back, or putting into any port or place other than that to which she is bound under the instructions of the Charterers) for any cause or purpose previously mentioned in this Clause, hire shall cease to be payable from the commencement of such deviation until the time when the Vessel is again ready to resume her service from a position not less favourable to the Charterers than that at which the deviation commenced, provided always that due allowance shall be given for any distance made good towards the Vessel's destination and any bunkers saved. However, should the Vessel be driven into port or anchorage by stress of weather the Vessel shall remain on hire and all costs thereby incurred shall be for the Charterers' account.
- In the event of detention of the Vessel by any authority in consequence of legal action against the Owners (unless brought about by the act or neglect of the Charterers), whereby the Vessel is rendered unavailable for the Charterers' service, the Vessel shall be off-hire until the service can be resumed.
- Any time during which the Vessel is off-hire under the terms of this Charter Party shall count as part of the period provided for in Clause 1 of this Charter Party.
- 18. Loss of Vessel**
- Should the Vessel be lost, or become a constructive total loss, hire shall cease at noon on the day of her loss or constructive total loss, and if missing, from noon on the date when last heard of, and any hire paid in advance and not earned shall be returned to the Charterers. If the Vessel is missing at the time when hire becomes payable, payment shall be suspended until the Vessel is reported safe.
- 19. Requisition**
- If the Vessel is requisitioned for use it shall be deemed off-hire during the period of requisition and any hire paid in respect of such requisition period shall be for the Owners' benefit. Any period during which the Vessel is requisitioned shall count as part of the period provided for in Clause 1 of this Charter Party.
- 20. Drydocking**
- (a) It is agreed that, within the period stipulated in Box 26 since the Vessel was last drydocked, and at the expiry thereof of similar periods of use under this Charter Party, the Charterers shall, upon receiving 3 months notice from the Owners, offer to place the Vessel at the Owners' disposal free of cargo and gas-free for the purpose of drydocking at a port having accommodation suitable and available for the purpose, and the Owners shall then at their expense put the Vessel into drydock for cleaning, painting, survey, routine repairs and maintenance.
- (b) At the last discharge prior to drydocking (or upon completion of discharge if the Vessel discharges at the drydocking port), the Charterers shall arrange the best possible discharge from cargo tanks, lines and pumps.
- (c) Time lost and expenses incurred in making tanks free of gas for the purpose of drydocking shall be for account of the Charterers provided the Owners shall have exercised due diligence to make the tanks free of gas before the arrival of the Vessel at the drydocking port or as soon as practicable thereafter. The Vessel shall be off-hire from the time of arrival at or off the drydocking port, or from arrival at the drydocking yard if the Vessel is loading, discharging or bunkering at that port, but provided due diligence is exercised as aforesaid any time lost thereafter in gas-freeing for the purpose aforesaid shall be excluded from the off-hire period and shall count as time on hire. The Vessel shall remain off-hire until she is again in every way ready to resume the Charterers' service at the position at which the off-hire period commenced, or at a position not less favourable to the Charterers.
- The Owners shall be entitled to demand that drydocking shall take place at a port in the Owners' option instead of at the port named by the Charterers.
- In such case, the above provisions shall apply, but the Owners shall bear any additional expenses and loss of time caused thereby.
- 21. Overhaul and Maintenance**
- Notwithstanding the provisions of Clause 17 hereof, loss of time due to any of the reasons specified therein or to cleaning of boilers and/or opening up of pistons and/or overhauling of machinery and/or cargo installation shall be allowed on hire between the commencement of the charter period and the first periodical drydocking as provided for in Clause 20 hereof and thereafter between each consecutive periodical drydocking up to a total calculated at the rate of 96 hours per year (unless otherwise stated in Box 27) and pro rata for part of a year from the commencement of the charter period, it being understood that the Owners shall be entitled to offset any unused portion of such allowance against off-hire time in drydock under this Charter Party. However, the Owners shall, if practicable, endeavour to carry out such work during periods when the Vessel is otherwise idle.
- 22. Compliance with Regulations**
- (a) The Owners warrant that at the date of this Charter Party the Vessel is in possession of appropriate Certificates or Letters of Compliance issued by the various regulatory bodies named in Box 28, certifying the Vessel's compliance with the relevant requirements of such bodies. However, notwithstanding the above, in the event that the Vessel's trading pattern prior to delivery prevents the renewal of any such Certificate or Letter of Compliance, the Owners shall not be deemed to be in breach of this Charter Party but the Vessel shall be off-hire for any loss of time incurred in renewing such Certificate or Letter of Compliance.
- (b) The Owners further warrant that the Vessel shall continue to comply with the requirements of the various regulatory bodies named in Box 28 throughout the period of this Charter Party so far as it is practically possible, and provided such continued compliance shall not entail major structural alteration or addition to the Vessel, but any loss of time in renewing any such Certificate or Letter of Compliance which has once been valid during the period of this Charter Party shall be for the Charterers' account unless resulting from the fault or neglect of the Owners or their servants or from failure of the Vessel to comply.
- * Sub-clause (c) is optional and shall only apply if expressly stated in Box 28.
- * (c) In the event that such continued compliance shall entail major structural alteration or addition to the Vessel, the Charterers shall have the right to put such work in hand at the earliest convenient opportunity with all costs for the Charterers' account. All the time taken in respect hereof shall count as time on hire and shall form part of the charter period.
- Should the Charterers elect not to comply with the provisions of Lines 401 to 403 of sub-clause (c) of this clause, the Owners shall have the right to put such work in hand at the earliest convenient opportunity with all costs for the Owners' account. All the time taken in respect hereof shall not count as time on hire and shall not form part of the charter period.
- Should both parties to this Charter Party elect not to undertake such work at their own expense, if so requested by either party the arbitrators under Clause 43 shall have power to decide the ratio in which the cost of compliance and the time thereby lost shall be shared between the parties having regard, inter alia, to the length of the period remaining under the Charter Party and shall, if so warranted, also have the power to adjust the charter

hire in a reasonable way. If the parties in such circumstances should agree, in principle, wholly or in part to cancel the Charter Party, the arbitrators shall have similar power to re-negotiate the Contract or to award compensation. (d) For the purpose of this Clause, the expression "major structural alteration or addition" shall mean all structural work or addition or replacement required by any one of the regulatory bodies named in Box 28 to be performed within any 12-month period and the actual cost of which will exceed the sum of three months' charter hire (unless otherwise provided in Box 28).	416 417 418 419 420 421 422 423
23. Advances	424
Any moneys advanced to the Master by the Charterers or their Agents or in payment of disbursements made for the Owners' account shall be subject to 1S % commission and shall be deductible from hire money earned or to be earned.	425 426 427 428
24. Lien	429
<i>Owners' Lien</i>	430
The Owners shall have a lien upon cargoes belonging to Time Charterers and upon all freights and moneys due under any sub-charter for any amounts due under this Charter Party.	431 432 433
<i>Non-Lien</i>	434
The Charterers will not suffer nor permit to be continued any lien or encumbrance incurred by them or their Agents which might have priority over the title and interest of the Owners in the Vessel.	435 436 437
<i>Charterers' Lien</i>	438
The Charterers shall have a lien on the Vessel for all moneys paid in advance and not earned, all disbursements and advances for the Owners' account, for the value of any of the Charterers' fuel used or accepted for the Owners' account, for all amounts due to the Charterers under other provisions of this Charter Party and for any damages sustained by the Charterers as a result of breach of this Charter Party by the Owners.	439 440 441 442 443 444
25. Cargo Segregation and Contamination/Number of Different Types of Cargoes	445 446
The Owners warrant that the Vessel is constructed and equipped to load, carry and discharge without admixture the number of different types of cargoes stated in Box 13, always subject to the technical characteristics set out in the TECHNICAL FORM annexed to this Charter Party, and the Owners shall in no event be held responsible for admixture, leakage, contamination or loss of quality in cargo if more types of cargoes than stated in Box 13 are loaded. Further, but always subject to the above, neither the Owners nor the Vessel shall be held responsible for any admixture, leakage, contamination or loss of quality of the cargo unless such admixture, leakage, contamination or loss of quality results from unseaworthiness existing at the time of loading or at the inception of the voyage which was discoverable by the exercise of due diligence or from error or fault of the servants of the Owners in the loading, care or discharge of the cargo or in gas-freeing or changing types of cargo.	447 448 449 450 451 452 453 454 455 456 457 458 459 460
26. Employment of Pilots and Tugboats, etc.	461
The Owners hereby indemnify the Charterers, their servants and Agents against all losses, claims, responsibilities and liabilities arising in any way whatsoever from the employment of pilots or tugboats, who, although employed by the Charterers shall be deemed to be the servants and in the service of the Owners and under their instructions, but such indemnity shall not exceed the amount to which the Owners would have been entitled to limit their liability if they had themselves employed such pilots or tugboats.	462 463 464 465 466 467 468
27. Painting of Funnel Mark/House Flag	469
The Charterers to have the option of painting the Vessel's funnel with their own markings but the Vessel is to be redelivered in the Owners' colours and markings. Painting and re-painting to be for the Charterers' account and time to count. The Charterers also to have the option of flying their house flag during the currency of this Charter Party.	470 471 472 473 474
28. Salvage	475
Subject to the provisions of Clause 17, all time lost and all legal and other expenses (excluding any damage to the Vessel) incurred in saving or attempting to save life or property shall be borne equally by the Owners and the Charterers. All salvage and proceeds from derelicts shall be divided equally between the Owners and Charterers after deducting the Master's, Officers' and Crew's share. The Charterers shall be bound by all measures taken by the Owners in order to secure payment of salvage and to fix its amount.	476 477 478 479 480 481 482 483
29. Lay Up	484
The Charterers shall have the option of laying up the Vessel at an agreed safe port or place for all or any portion of the charter period but for not less than 30 running days for each period of lay up irrespective of whether this option is exercised one or more times during the currency of this Charter Party.	485 486 487 488 489
Hire shall continue to be paid during any such period of lay up and any extra expenses incurred by the Owners as a result of such lay up shall be reimbursed to the Owners by the Charterers.	490 491 492
Any amount which the Owners shall save or reasonably should save, having regard, inter alia, to the envisaged length of the lay up period and the time of re-entry into service indicated by the Charterers, during such period(s) of lay up through reduction in expenses shall be credited against hire paid or payable during the period(s) of lay up.	493 494 495 496 497
Should the Charterers, having exercised the option granted hereunder, desist the Vessel again to be put into service, the Owners will, upon receipt of notice from the Charterers to such effect, immediately take steps to restore the Vessel to service as promptly as possible. However, in the case of restoring the Vessel for service, all costs thereby incurred shall be borne by the Charterers.	498 499 500 501 502 503
30. Exceptions	504
Unless otherwise expressly provided in this Charter Party:	505
(a) the Vessel, her Master and Owners shall not be responsible for any loss or damage arising or resulting from any act, neglect or default of the Master, pilots, mariners or other servants of the Owners in the navigation or management of the Vessel; fire unless caused by the actual fault or privity of the Owners; collision or stranding; perils, dangers and accidents of the sea or other navigable waters; saving or attempting to save life or property; wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the cargo; act or omission of the Charterers or of the shipper or owner of the cargo, their agents or representatives; explosion, bursting of boilers, breakage of shafts or any latent defect in hull, equipment or machinery; unseaworthiness of the Vessel unless caused by want of due diligence on the part of the Owners to make the Vessel seaworthy or to have her properly manned, equipped and supplied; any other cause of whatsoever kind arising without the actual fault or privity of the Owners;	506 507 508 509 510 511 512 513 514 515 516 517 518 519
(b) neither the Vessel, her Master or Owners, nor the Charterers shall be responsible for any loss or damage or delay or failure in performance hereunder arising or resulting from act of God; act of war; act of public enemies; seizure under legal process; quarantine restrictions; strikes or lockouts or stoppages or restraint of labour from whatever cause, whether partial or general; riots and civil commotions; and arrest or restraint of princes, rulers or people.	520 521 522 523 524 525 526
31. Liberty	527
The Vessel shall have the liberty to sail with or without pilots, to tow or be towed, to make trial trips with or without notice, to adjust compasses and/or radio equipment, to repair or drydock with or without cargo on board and to deviate for the purpose of saving life or property or of landing any ill or injured person on board or for bunkers or stores or for any other purpose whatsoever.	528 529 530 531 532 533
This Clause is not to be construed as in any way affecting the provisions for cessation of hire as provided in this Charter Party.	534 535
32. War Risks	536
(a) Unless the consent of the Owners be first obtained, the Vessel shall not be ordered nor continue to any port or place or on any voyage nor be used on any service which will bring the Vessel within a zone which is dangerous as a result of any actual or threatened act of war, war, hostilities, warlike operations, acts of piracy or of hostility or malicious damage against this or any other vessel or its cargo by any person, body or State whatsoever, revolution, civil war, civil commotion or the operation of international law, nor be exposed in any way to any risks or penalties whatsoever consequent upon the imposition of Sanctions, nor carry any goods that may in any way expose her to any risks of seizure, capture, penalties or any other interference.	537 538 539 540 541 542 543 544 545 546

- ence of any kind whatsoever by the belligerent or fighting powers or parties 547
or by any Government or Rulers. 548
- (b) Should the Vessel approach or be brought or ordered within such zone, 549
or be exposed in any way to the said risks, 550
- (i) the Owners shall maintain at their own cost basic war risk insurance, if 551
any, for trading to areas which are not subject to any extra or increased in- 552
surance premium but notwithstanding the provisions of Clause 7 of this 553
Charter Party, any increase in the basic war risk insurance after the date of 554
this Charter Party shall be for the Charterers' account. 555
- It the Vessel is ordered to areas which are excluded in the Owners' basic 556
war risk insurance for the Vessel or where extra or additional war risk insur- 557
ance premiums are payable, the Owners shall be entitled to take out additi- 558
onal war risk insurance as well as "blocking and trapping" cover and "loss 559
of hire" cover. The costs of all such extra and/or additional insurances shall 560
be for the Charterers' account. 561
- For the purpose of assessing the premiums for such extra or additional war 562
risk insurance as well as "blocking and trapping" cover, the value of the 563
Vessel shall be the amount stated in Box 29. For the purpose of assessing 564
the premiums for "loss of hire" cover, the rate of charter hire stated in Box 24 565
shall apply. 566
- (ii) Notwithstanding the terms of Clause 17 hire shall be payable for all time 567
lost including any loss owing to loss or injury to the Master, Officers or Crew 568
or to refusal by the Master, Officers or Crew to proceed to such zone or to be 569
exposed to such risks. 570
- (c) In the event of the wages of the Master and/or Officers and/or Crew and/ 571
or the cost of provisions and/or stores for deck and/or engine room and/or 572
insurance being increased by reason of or during the existence of any of the 573
matters mentioned in Section (a) the amount of any increase shall be added 574
to the hire and paid by the Charterers on production of the Owners' account 575
therefor, such account being rendered monthly. 576
- Furthermore, notwithstanding any other provision of this Charter Party, any 577
war bonus payable to Master and/or Officers and/or Crew shall be for the 578
Charterers' account. 579
- (d) The Vessel shall have liberty to comply with any orders or directions as 580
to departure, arrival, routes, ports of call, stoppages, destination, delivery or 581
in any other way whatsoever given by the Government of the nation under 582
whose flag the Vessel sails or any other Government or any person (or body) 583
acting or purporting to act with the authority of such Government or by any 584
committee or person having under the terms of the war risks insurance on 585
the Vessel the right to give any such orders or directions. 586
- (e) In the event of the outbreak of war (whether there be a declaration of war 587
or not) between any of the countries mentioned in Box 29 or in the event of 588
the nation under whose flag the Vessel sails becoming involved in war 589
(whether there be a declaration of war or not) either the Owners or the Char- 590
terers may terminate this Charter Party, whereupon the Charterers shall re- 591
deliver the Vessel to the Owners in accordance with Part I if it has cargo on 592
board after discharge thereof at destination or if debarred under this Clause 593
from reaching or entering it at a near, open and safe port or place as direct- 594
ed by the Owners, or if the Vessel has no cargo on board, at the port or place 595
at which it then is or if at sea at a near, open and safe port or place as direct- 596
ed by the Owners. In all cases hire shall continue to be paid in accordance 597
with Part I, Boxes 24 and 25, and, except as aforesaid, all other provisions of 598
this Charter Party shall apply until redelivery. 599
- (f) If in compliance with the provisions of this Clause anything is done or is 600
not done, such shall not be deemed to be a deviation. 601
- The Charterers shall procure that all Bills of Lading issued under this Char- 602
ter Party shall contain the stipulations contained in Sections (a), (d) and (f) 603
in this Clause. 604
- 33. Ice Clause** 605
- The Vessel shall not be ordered to nor be bound to enter any ice-bound port 606
or place or any port or place where lights, lightships, marks and buoys are 607
or are likely to be withdrawn by reason of ice on the Vessel's arrival or where 608
there is risk that the Vessel will not be able on account of ice to reach the 609
port or place or to depart there from after completing loading or discharging. 610
If on account of ice the Master considers it dangerous to remain at the load- 611
ing or discharging port or place for fear of the Vessel being frozen in and/or 612
damaged, he shall have liberty to sail to a convenient open port or place and 613
await the Charterers' fresh instructions. 614
- Any time lost through any of the foregoing causes or on account of the Ves- 615
sel being frozen in shall be for the Charterers' account. 616
- The Vessel shall not be obliged to force ice, nor to follow ice-breakers. 617
- 34. General Average and New Jason Clause** 618
- General Average shall be adjusted and settled in London unless otherwise 619
agreed in Box 30, according to York/Antwerp Rules, 1974. Hire shall not 620
contribute to General Average. Should adjustment be made in accordance 621
with the law and practice of the United States of America, the following pro- 622
vision shall apply: 623
- "In the event of accident, danger, damage or disaster before or after the 624
commencement of the voyage, resulting from any cause whatsoever, 625
whether due to negligence or not, for which, or for the consequence of 626
which, Owners are not responsible, by statute, contract or otherwise, the 627
cargo, shippers, consignees or owners of the cargo shall contribute with 628
Owners in General Average to the payment of any sacrifices, loss or ex- 629
penses of a General Average nature that may be made or incurred and shall 630
pay salvage and special charges incurred in respect of the cargo. 631
- If a salving vessel is owned or operated by Owners, salvage shall be paid for 632
as fully as if the said salving vessel or vessels belonged to strangers. Such 633
deposit as Owners, or their agents, may deem sufficient to cover the esti- 634
mated contribution of the cargo and any salvage and special charges there- 635
on shall, if required, be made by the cargo, shippers, consignees or own- 636
ers of the cargo to Owners before delivery". 637
- The Charterers shall procure that all Bills of Lading issued under this Char- 638
ter Party shall contain a provision in the foregoing terms and shall also con- 639
tain a provision to the effect that General Average shall be adjusted accord- 640
ing to York/Antwerp Rules, 1974. 641
- 35. Liability** 642
- Any provisions of this Charter Party to the contrary notwithstanding, the 643
Owners shall have the benefit of all limitations of, and exemptions from, lia- 644
bility accorded to the Owners or Chartered Owners of vessels by any ap- 645
plicable statute or rule of law for the time being in force, and the same bene- 646
fits to apply regardless of the form of signatures given to this Contract. 647
- 36. Both-to-Blame Collision Clause** 648
- The Charterers shall procure that all Bills of Lading issued under this Char- 649
ter Party shall include the following clause: 650
- "If the Vessel comes into collision with another ship as a result of the negli- 651
gence of the other ship and any act, neglect or default of the Master, Marin- 652
er, Pilot or the servants of the Carrier in the navigation or in the management 653
of the Vessel, the owners of the cargo carried hereunder will indemnify the 654
Carrier against all loss or liability to the other or non-carrying ship or her 655
owners in so far as such loss or liability represents loss of, or damage to, or 656
any claim whatsoever of the owners of said cargo, paid or payable by the 657
other or non-carrying ship or her owners to the owners of said cargo and 658
set-off, recouped or recovered by the other or non-carrying ship or her own- 659
ers as part of their claim against the carrying Vessel or Carrier. The forego- 660
ing provisions shall also apply where the owners, operators or those in 661
charge of any ship or ships or objects other than, or in addition to, the collid- 662
ing ships or objects are at fault in respect of a collision or contact". 663
- 37. General Paramount Clause** 664
- The Charterers shall procure that all Bills of Lading issued under this Char- 665
ter Party shall include the following clause: 666
- "The Hague Rules contained in the International Convention for the Unifica- 667
tion of certain rules relating to Bills of Lading, dated Brussels the 25th Au- 668
gust 1924 as enacted in the country of shipment shall apply to this contract. 669
When no such enactment is in force in the country of shipment, the corre- 670
sponding legislation of the country of destination shall apply, but in respect 671
of shipments to which no such enactments are compulsorily applicable, the 672
terms of the said Convention shall apply. 673
- In trades where the International Brussels Convention 1924 as amended by 674
the Protocol signed at Brussels on February 23rd 1968 - The Hague-Visby 675
Rules - apply compulsorily, the provisions of the respective legislation shall 676
be considered incorporated in this Bill of Lading. 677
- The Carrier makes all reservations possible under such applicable legisla- 678
tion, relating to the period before loading and after discharging and while 679
the goods are in the charge of another Carrier, and to deck cargo and live 680
animals". 681
- 38. Demise** 682
- Nothing herein contained shall be construed as creating a demise of the 683
Vessel to the Charterers. 684

- 39. Financial Responsibility for Pollution** 685
 The Owners by production of a Certificate of Insurance or otherwise shall 686
 satisfy the requirements of: 687
 (a) Section 311 (p) of the United States Federal Water Pollution Control Act, 688
 as amended through 1978 (Title 33 U.S. Code, Section 1321(p)), and 689
 (b) Article VII of the International Convention on Civil Liability for Oil Pollution 690
 Damage, 1969, as far as applicable. 691
 Save as aforesaid Owners shall not be required by Charterers to establish 692
 or maintain financial security or responsibility in respect of oil or other pol- 693
 lution damage to enable the Vessel lawfully to enter, remain in or leave any 694
 port, place, territorial or contiguous waters of any country, state or territory 695
 in performance of this Charter Party. 696
- 40. Sublet** 697
 The Charterers shall have the right of subletting the Vessel, giving advice to 698
 the Owners, but the Charterers shall always remain responsible to the Own- 699
 ers for due fulfilment of the Charter Party. 700
- 41. Owners P. & I. Club Clause** 701
 The Owners warrant that throughout the period of this Charter Party the Ves- 702
 sel shall be entered with a Protection & Indemnity Club for liabilities of the 703
 Owners and the Vessel. 704
- 42. Law** 705
 Unless otherwise provided in Box 31, this Charter Party shall be governed by 706
 English law. 707
- 43. Arbitration** 708
 Any dispute or difference arising out of this Charter Party shall be referred to 709
 arbitration in London (unless otherwise specified in Box 32) to the arbitra- 710
 tion of three persons, one to be appointed by each of the parties hereto 711
 and the third by the two so appointed. Their decision, or that of any two of 712
 them, shall be final and binding upon the parties, and for the purpose of en- 713
 forcing any award this agreement and any such award may be made a rule 714
 or order or judgment of the Court without the merits of the dispute or differ- 715
 ence being re-opened. 716